



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
MOUNTAINS TO SOUND GREENWAY TRUST



AGREEMENT# IA 709-181
SQUAK MOUNTAIN STATE PARK - TRAIL IMPROVEMENTS

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "Commission," and the Mountains to Sound Greenway Trust, hereinafter referred to as "Greenway".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of Commission and that Greenway can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Greenway shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work

Squak Mountain State Park is located just south of Issaquah, Washington and lies within the Mountains to Sound Greenway between Cougar and Tiger Mountains, which together form what is known as the Issaquah Alps. The Washington State Parks and Recreation Commission manages 12.95 miles of trails within the park. Seven (7) miles of trails are open to equestrians and hikers, the rest are hiker only. Many of these trails either are old logging roads or are user-built trails that have been installed over the past 20 years, without adequate planning for environmental impacts or anticipating the impacts of year-round public use. This project seeks to bring selected trails within the park to sustainable standards by installing adequate trail structures, drainage features, and surfacing to trails.

Commission has received a \$75,000 National Recreational Trails Program (NRTP) grant to fund this agreement. Commission is entering into this agreement with Greenway to complete these activities at Squak Mountain State Park. Greenway will coordinate crews, volunteers, and other resources to implement this project (i.e. install trail structures, drainage and surfacing, etc.)

Project Elements

Greenway will provide the following:

- Consistent communications with the Commission Project Representative on project schedule, progress, and required assistance. Greenway project manager will coordinate construction activities with park operations staff.
- Coordination of the process required to obtain the appropriate environmental and construction permits and the cultural review required of the project.

- Coordination/mobilization of contractors, conservation corps crews, and Greenway staff.
- Coordination of more than 1,000 volunteer hours on trail improvement tasks, and submission of volunteer summaries to Park staff on a quarterly basis.
- The installation of fencing, retaining walls, switchbacks, trail relocations, turnpiking, and other trail improvements.
- Acquisition and coordination of all project materials (gravel, lumber, hardware, culverts, trail signs, etc. as well as tools, documentation, first aid, and communications).
- Installation of new trail signage.
- Temporary signage describing the project and recognizing partners and funders.
- A final site inspection with the park manager upon completion of the project. All work will be completed to the satisfaction of the park manager and the Commission Project Representative.
- In-kind and cash match for the NRTP grant equaling \$75,000 (estimated: \$13,000 in volunteer labor and \$62,000 in cash match).
- A 24-hour live contact person (with supervisory control over construction crews) for the park manager during construction.

Commission will provide the following:

- Project administration of the project for the Recreation and Conservation Office (RCO) that awarded the NRTP grant.
- Assistance with clarifying trail names for trail signage and official renaming of any trails.
- Fabrication of trail signs.
- Gate keys for access to the Squak Mountain Access Road during construction.
- Assistance with staging and/or relocating trail surfacing materials for use at trail locations along the access road.
- Assistance with any temporary trail closures during project work.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by Commission, with all deliverables provided no later than December 31, 2008. Agreement shall automatically expire on June 30, 2009, unless otherwise extended or terminated earlier by amendment.

Milestones

Project Start	Notice to Proceed
Project Completion	December 15, 2008
Final Report/Billing	December 31, 2008

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have agreed that the cost of accomplishing the work herein will not exceed **Seventy-Five Thousand and No/100ths Dollars (\$75,000.00)**. Payment for satisfactory performance of the work shall not exceed this amount even though individual quantities of some items may vary. Compensation for the services is based on the following rates and in accordance using the following budget:

Item	Unit	Quantity	Unit Value	Full Value	Billable Amount	Description
Fencing & Gates						
Fencing, wood	lf	80	\$75.00	\$6,000.00	\$3,000.00	4 ft height
Signs						
Interpretive	ea	40	\$75.00	\$3,000.00	\$1,500.00	directional
Trails						
Boardwalk	lf	25	\$250.00	\$6,250.00	\$3,125.00	4 ft width
Culvert	ea	12	\$350.00	\$4,200.00	\$2,100.00	
Dip Drain	ea	300	\$145.00	\$43,500.00	\$21,750.00	
Parallel Ditch	ls	1	\$18,750.00	\$18,750.00	\$9,375.00	2500 lf
Retaining Wall	ea	1	\$12,000.00	\$12,000.00	\$6,000.00	100 lf
Re-vegetation	lf	500	\$3.00	\$1,500.00	\$750.00	
Stairs	ls	50	\$165.00	\$8,250.00	\$4,125.00	rock/timber
Switchbacks	ea	6	\$1,000.00	\$6,000.00	\$3,000.00	
Trails - gravel	lf	3200	\$3.50	\$11,200.00	\$5,600.00	3 ft wide, 3 in deep
Trails - natural	lf	3000	\$5.00	\$15,000.00	\$7,500.00	3 ft wide
Turnpike	lf	40	\$120.00	\$4,800.00	\$2,400.00	4 ft wide
Water Bars	ea	20	\$145.00	\$2,900.00	\$1,450.00	pressure treated
A&E Amount				\$6,650.00	\$3,325.00	
Full Value(as listed in NRTP grant 07-1497):				\$150,000.00		
Amount to be billed to WSPRC:				\$75,000.00		

BILLING PROCEDURE

Greenway shall submit invoices no more often than monthly. Payment to Greenway for approved and completed work will be made by warrant or account transfer by Commission within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by Commission. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final

and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. applicable state and federal statutes and rules;
2. statement of work; and
3. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for Greenway is: Doug Schindler, Director of Operations, (206) 618-6265.

The Project Representative for Commission is: Nikki Fields, Planner, (253) 288-3000.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Washington State Parks and
Recreation Commission**

By: _____

Title: Assistant Director, WSPRC

Date: _____

Mountains to Sound Greenway Trust

By: _____

Title: _____

Date: _____

Approved As To Form:
William Van Hook /s/
Asst. Attorney General
02/20/07